IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

IN RE:	§	**Case No. 16-60014**
	§	
SNEED SHIPBUILDING, INC.	§	**Chapter 11**
	§	
Debtor.	§	

TRUSTEE'S *EXPEDITED* MOTION TO COMPROMISE WITH THE MARTIN M. SNEED, SR. PROBATE ESTATE AND MOTION FOR AUTHORITY TO SELL PROPERTY OF THE ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND INTERESTS PURSUANT TO 11 U.S.C. §§ 363(B) AND (F), TO PAY THE POST-PETITION SECURED CLAIM OF BIG SHOULDERS CAPITAL, LLC, AD VALOREM REAL PROPERTY TAXES AND CUSTOMARY CLOSING COSTS AT CLOSING, AND TO ASSUME, CURE AND ASSIGN EXECUTORY CONTRACTS PURSUANT TO 11 U.S.C. § 365

(Related Adversary Proceeding: 16-06027)

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

***** EXPEDITED RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EXPEDITED BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE. *****

***** THE TRUSTEE REQUESTS THAT AN EXPEDITED HEARING ON THIS MOTION BE SET FOR OCTOBER 4TH OR 5TH OR ON A DATE THEREAFTER CONVENIENT FOR THE COURT. *****

TO THE HONORABLE DAVID R. JONES,
CHIEF UNITED STATES BANKRUPTCY JUDGE:

Allison Byman, Chapter 11 Trustee ("***Trustee***") for the bankruptcy estate of Sneed Shipbuilding, Inc. ("***SSI***" or the "***Debtor***") files her *Expedited Motion to Compromise with the Martin M. Sneed, Sr. Probate Estate and Motion for Authority to Sell Property of the Estate Free and Clear of All Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f), to Pay the Post-Petition Secured Claim of Big Shoulders Capital, LLC, Ad Valorem Real Property Taxes and Customary Closing Costs at Closing, and to Assume, Cure and Assign Executory Contracts Pursuant to 11 U.S.C. § 365* (the "***Motion***").

RELIEF REQUESTED

1. By this Motion, the Trustee seeks approval of her settlement of the Bankruptcy Estate's claims against the probate estate of Martin M. Sneed, Sr. (the "***Probate Estate***") and the approval of the proposed sale of the Bankruptcy Estate's assets to San Jac Marine, LLC ("***Purchaser***") to facilitate the settlement. Further, the Trustee seeks approval to pay at closing the remaining balance of the debtor-in-possession loan the Bankruptcy Estate obtained from Big Shoulders Capital, LLC, certain ad valorem real property taxes and customary closing costs, if any.

2. The proposed Settlement Agreement between the Bankruptcy Estate and the Probate Estate is attached hereto as **Exhibit 1**. The proposed Asset Purchase Agreement (the "***APA***") between the Bankruptcy Estate and the Purchaser is attached hereto as **Exhibit 2**.

3. ***It is important to note that the proposed settlement and the proposed sale are contingent upon both being approved by the Court***. For this reason, the Trustee has sought authority for both the proposed settlement and the proposed sale in one pleading.

EXPEDITED CONSIDERATION REQUESTED

4. The Trustee requests expedited consideration of the Motion and requests that the Court set a hearing on this Motion for either October 4th or 5th. The Bankruptcy Estate's various insurance policies covering the Assets to be sold, among other things, are set to expire on or about October 31, 2017. The APA sets forth that the Closing Date shall be on or before fourteen (14) days following this Court's entry of a sale order. [*See* APA § 2.01]. The Trustee seeks to close the proposed sale on or before October 31, 2017.

5. Counsel for the Trustee has consulted with the counsel for the Purchaser, the Probate Estate and the Unsecured Creditors Committee (the "***UCC***"). A hearing on this Motion on either October 4th or 5th is agreeable to each these parties.

JURISDICTION AND VENUE

6. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 9019 of the Federal Rules of Bankruptcy Procedure. Consideration of this Motion is a core matter pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), (H), (N) and (O). Venue of this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court has constitutional authority to enter a final order with respect to this Motion.

AUTHORITIES GOVERNING COMPROMISES

7. Federal Rule of Bankruptcy Procedure 9019 authorizes bankruptcy courts to approve compromises and settlements with the trustee. Ultimately, a compromise must be "'fair and equitable', and 'in the best interest of the estate.'" *In re Jackson Brewing Co.*, 624 F.2d 599,

602 (5th Cir. 1980) (quoting *Protective Committee for Independent Stock-holders of TMT Trailer Ferry, Inc. v. Anderson ("TMT Trailer")*, 390 U.S. 414, 424 (1968)). When considering whether a compromise is "fair, equitable and in the best interest of the estate," the Court must weigh the "terms of the compromise with the likely rewards of litigation." *Id.* Within the 5th Circuit, courts must consider (i) the probability of success in the litigation, with due consideration for the uncertainty in fact and law; (ii) difficulty of collection of any judgment; (iii) the complexity and likely duration of the litigation and any attendant expense, inconvenience and delay; (iv) all other factors bearing on the wisdom of the compromise; (v) the extent to which the settlement is truly the product of arms-length bargaining and not of fraud or collusion; and (vi) deference to the concerns of creditors. *See TMT Trailer*, 390 U.S. at 425; *In re Jackson Brewing Co.*, 624 F.2d at 602.

8. Although the Trustee bears the burden of establishing that the proposed compromise is in the best interest of the bankruptcy estate, compromises are a normal part of the bankruptcy process and oftentimes a desirable and wise method of bringing to a close proceedings that are otherwise lengthy, complicated and costly. As such, the Trustee's burden is not high. *In re Shankman*, No. 08-36327, 2010 WL 743297, at *3 (Bankr. S.D. Tex. Mar. 2, 2010). The decision to approve a compromise lies within the Court's discretion, and the Court "need not conduct a mini-trial to determine the probable outcome of any claims waived in the settlement." *Id.* (quoting *In re Cajun Elec. Power Co-Op, Inc.*, 119 F.3d 349, 355 (5th Cir. 1997)). "The Trustee need only show that . . . [her] decision falls within the 'range of reasonable litigation alternatives.'" *Id.* (*internal citations omitted*).

BACKGROUND

9. **While the Trustee and the Probate Estate have agreed to the proposed compromise, the factual recitations set forth herein are solely those of the Trustee and are not necessarily approved or adopted by any other party.**

10. Sneed Shipbuilding, Inc. ("***SSI***" or the "***Debtor***") operated its business at two locations, one in Channelview, Texas (the "***Channelview Property***") and one in Orange, Texas (the "***Orange Property***").

11. While Martin Sneed, Sr. ("***Martin Sneed***") was the 100% equity owner of the Debtor, SSI entered into a Stock Redemption Agreement with Martin Sneed, Clyde Sneed and Mitchell Jones for the purported purpose of transferring ownership of SSI. Pursuant to the Stock Redemption Agreement, SSI redeemed all of Martin Sneed's stock in SSI. As purported consideration for the SSI redemption of Martin Sneed's SSI stock, SSI agreed to transfer its interest in the Orange Property and the Channelview Property to Martin Sneed and to pay a total of $9,478,700.00 ("***Purchase Price***"). Such note was purportedly secured by certain of the Debtor's assets.

12. Further, SSI executed a lease with Martin Sneed to lease the Channelview Property and the Orange Property (the "***Lease***"). The Debtor continues to lease such properties from the Probate Estate (defined below).

13. On March 4, 2016 (the "***Petition Date***"), Sneed Shipbuilding, Inc. ("***SSI***" or the "***Debtor***") filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (the "***Bankruptcy Court***"). Upon the filing of the voluntary petition the Debtor's bankruptcy estate was created (the "***Bankruptcy Estate***").

14. On March 23, 2016, Martin Sneed filed his *Motion to Compel Assumption or Rejection of Executory Contract* [Dkt. No. 50] (the "***Assumption Motion***"), in which it was. asserted that the Debtor had defaulted on the Lease in the amount of $1,008,000.00 plus $144,512.05 in alleged unpaid ad valorem taxes.

15. On March 24, 2016, the United States Trustee appointed a Committee of Unsecured Creditors in the Bankruptcy Case. [Dkt. No. 51].

16. On June 6, 2016, the Debtor filed *Debtor's Motion Assume Lease or Executory Contract* [Dkt. No. 115] and its *Motion to Determine Cure Amount and Monthly Rental Amount to Determine Whether it May Assume a Pre-Petition Non-Residential Lease* (the "***Cure Amount Motion***") [Dkt. No. 116] (collectively, the "***Lease Motions***").

17. Martin Sneed alleged that the amounts necessary to assume and cure the Lease equaled $4,028,546.28. It was further asserted that the Debtor owed Martin Sneed an additional amount of at least $9,950,000.00 related to the June 19, 2009 transaction.

18. The hearing on the Lease Motions and the Assumption Motion began on June 28, 2016.

19. On or about August 17, 2016, Martin Sneed died. Subsequently, on September 21, 2016, Wayne Peveto was approved as the Independent Executor ("***Executor***") of the Estate of Martin M. Sneed, Sr. (the "***Probate Estate***") by the County Court of Law of Orange County Texas Probate Division. Letters Testamentary were also issued on September 21, 2016.

20. On September 23, 2016, the Court entered an agreed order setting the parties for mediation on or about October 7, 2016. [Dkt. No. 189]. The mediation failed.

21. On October 27, 2016, the Court ordered the appointment of a chapter 11 trustee in the Debtor's Bankruptcy Estate. The Bankruptcy Court approved the appointment of Allison D. Byman as chapter 11 trustee on November 3, 2016.

22. On December 21, 2016, the Trustee initiated adversary proceeding number 16-06027 (the "***Adversary Proceeding***") against the Executor of the Probate Estate, Mary Sneed, two trusts identified under Martin Sneed's will (the "***Trusts***"), and others.

23. In the Adversary Proceeding, the Trustee alleges, among other things, that Martin Sneed perpetrated a fraudulent scheme to divest the Debtor of its real property assets, placed liens on substantially all of its remaining personal property and burdened the company with approximately $8.5 million in debt. The Trustee further alleges that the scheme left the Debtor insolvent and sufficiently undercapitalized that the Debtor had to draw on its entire three million dollar line of credit from Martin Sneed further increasing its indebtedness to Martin Sneed. The Trustee asserts that in exchange the Debtor received worthless shares of its own stock. Moreover, after the purported transaction Martin Sneed maintained effective control over the Debtor and its operations until his death.

24. In the Adversary Proceeding, the Trustee seeks, among other things, a determination regarding ownership of a substantial portion of the Channelview Property, to avoid certain transfers and/or obligations arising from the alleged fraudulent scheme and to recover other transfers related to Martin Sneed's control over the Debtor (collectively, the "***Claims***").[1]

25. The Probate Estate denies the Trustee's allegations.

---

[1] For a more detailed explanation of the claims asserted against the Probate Estate, see Case No. 16-06027, Docket No. 1.

26. On December 22, 2016, the Trustee completed her prosecution of the Debtor's Cure Amount Motion and on December 28, 2016, the Bankruptcy Court entered its Order on that motion (the "***Cure Amount Order***").

27. Peveto as Executor of the Probate Estate appealed the Cure Amount Order by initiating an appeal in the United States District Court for the Southern District of Texas, Victoria Division under Civil Action Number 6:17-cv-00002 (the "***Appeal***").

28. Both the Adversary Proceeding and the Appeal remain pending.

COMPROMISE WITH
WITH THE MARTIN SNEED SR. PROBATE ESTATE

29. After extensive negotiations, including at least one informal mediation session, the Probate Estate and the Trustee have agreed to settle the claims between each other. The proposed settlement is contingent upon: (i) the Bankruptcy Court approving a proposed sale by the Bankruptcy Estate of the Channelview Property and substantially all of the Debtor's assets located at the Channelview Property to the Purchaser (the "***Sale***") for a purchase price of Fourteen Million Nine Hundred Twenty-Five Thousand Dollars ($14,925,000.00) (the "***Purchase Price***"); and (ii) a distribution of Purchase Price between the Probate Estate and the Bankruptcy Estate as set forth below.

30. The operative terms of the settlement are contained in the proposed Settlement Agreement attached hereto as **Exhibit 1** and can be summarized below:

a) The Executor on behalf of the Probate Estate shall convey, transfer assign and deliver good and indefeasible fee simple title by general warranty deed in and to the Channelview Property to the Bankruptcy Estate, resulting in the Bankruptcy Estate receiving marketable and insurable title to the Channelview Property, together with any and all associated interests, rights, easements, licenses, claims, buildings, fixtures and the like, satisfactory to the Purchaser (the "***Channelview Property Conveyance***").

3019646

b) At the closing of the Sale, as partial consideration for the settlement of the Claims, the conveyance of the Debtor's assets located at the Orange Property as set forth below and the Channelview Property Conveyance, the Probate Estate shall receive Eight Million One Hundred and Fifty Thousand Dollars and Zero Cents (**$8,150,000.00**) (the "***Probate Estate Settlement Proceeds***") of the Purchase Price. At closing of the Sale, the Trustee shall cause Seven Million Nine Hundred Thousand Dollars (**$7,900,000.00**) of the Probate Estate Settlement Proceeds to be conveyed to the Probate Estate and Two Hundred Fifty Thousand Dollars (**$250,000.00**) of the Probate Estate Settlement Proceeds to be conveyed to Triple S Steel Supply Co. on behalf of the Probate Estate.

c) The Trustee shall convey the Bankruptcy Estate's interest, if any, in any and all of the Debtor's asserted assets located at the Orange Property, including the assets identified on **Exhibit B** of the Settlement Agreement free and clear of any and all liens, claims and encumbrances pursuant to 11 U.S.C. § 363 to the Probate Estate. Such conveyance shall be as-is, where-is, without any representations or warranties of any kind.

d) The Bankruptcy Estate and the Probate Estate shall grant mutual releases of any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character or nature whatsoever.

31. **Factor 1: Probability of Success.** The Trustee asserts that the Bankruptcy Estate may likely be successful in both the Adversary Proceeding and the Appeal. However, continued prosecution of the Adversary Proceeding will likely require employment of contingency fee counsel and both consulting and testifying experts. Further, given the amounts in dispute, the Adversary Proceeding and any related appeals may likely continue for a considerable period of time, thereby further delaying the administration of the Bankruptcy Estate. Finally, while the Trustee asserts that she may likely be successful in the Adversary Proceeding, the case involves a number of factual and legal issues and there exists an inherent risk associated with the litigation.

32. After consideration of (i) the amount the Bankruptcy Estate will retain from the sale to the Purchaser; and (ii) the continued expense, duration and uncertainties of trial, the

Trustee has determined in her business judgment that the above-described settlement is beneficial to the Bankruptcy Estate and its creditors, and approval of the settlement is proper.

33. **Factor 2: Difficulty of Collection.** The Trustee has not conducted discovery on the Probate Estate's financial condition. However, if the Trustee is successful in prosecuting the claims against the Probate Estate, she may likely require employing collection counsel to collect on any monetary award. Moreover, to the extent she is awarded all or part of the Channelview Property, she will likely need to employ a realtor to market and sell the property. Such collection / liquidation activities may likely include additional costs which would require further expenditure of the Bankruptcy Estate's assets. This factor weighs in favor of approval of the above-described settlement. The proposed settlement, after distribution of the Probate Estate Settlement Proceeds, will provide Six Million Seven Hundred Seventy Five Thousand Dollars ($6,775,000.00) to the Bankruptcy Estate.

34. **Factor 3: Complexity of the Litigation**. The claims asserted in the Adversary Proceeding are both factually and legally complex and will likely require the employment of multiple experts (both consulting and testifying), which will increase the potential litigation costs of prosecuting the Adversary Proceeding. Discovery will be lengthy and require extensive title reviews and deposition testimony.

35. **Factor 4: Deference to Creditors.** The Trustee submits that the compromise of this dispute is beneficial to the Bankruptcy Estate in that the settlement avoids the expense and uncertainty of litigation and collection. This Motion will be served on creditors for any comments or objections they may have.

36. This Motion and all of the prior communications between the Trustee and Probate Estate and their respective representatives, are subject to Rule 408 of the Federal Rules of Evidence.

REQUEST TO APPROVE SALE

37. The Trustee requests that the Court approve the Asset Purchase Agreement (the "***APA***") and the sale of the Bankruptcy Estate's interest in the Assets as set forth in the APA. The sale will be made free and clear of all liens, claims and interest pursuant to 11 U.S.C. § 363 with any valid liens to attach to the net sales proceeds, after distribution of the Probate Estate Settlement Proceeds. The sale shall be made "as is, where is" with no representations or warranties of any kind, except as set forth in the APA. The full terms of the purchase offer are included in the APA attached hereto as **Exhibit 2**.

38. The included assets are set forth in Section 1.01 of the APA. The excluded assets are set forth in Section 1.02 of the APA. The total price for the assets, including assets transferred to the Bankruptcy Estate from the Probate Estate pursuant to the above-described settlement, to be purchased is Fourteen Million Nine Hundred Twenty-Five Thousand Dollars ($14,925,000.00), subject to certain adjustments as set forth in the APA, if any. After distribution of the Probate Estate Settlement Proceeds, the proposed sale will provide Six Million Seven Hundred Seventy Five Thousand Dollars ($6,775,000.00) to the Bankruptcy Estate.

39. There are no brokers or broker's fees to be paid by the Bankruptcy Estate in this proposed sale.

40. The Debtor began marketing the business shortly after it filed bankruptcy in 2016. That marketing activity increased in the last ten months after the appointment of the Trustee. During that period, the Trustee, through the CRO, has distributed information packages to many

potential interested buyers. The Purchaser's current offer is the highest and best offer received to date.

41. In evaluating such a sale, a court must balance the need for flexibility with the concern of the affected creditors. *In re Terrace Gardens Park Partnership*, 96 B.R. 707, 715 (Bankr. W.D. Tex. 1989). The Court must also determine that creditor's lien rights are adequately protected and that the offer price is the highest price obtainable under the circumstances in the particular case. *Id.; In re Beker Indus. Corp.*, 63 B.R. 474, 477-78 (Bankr. S.D.N.Y. 1986).

42. The Trustee believes in her business judgment that the proposed sale is the best available option to obtain the maximum value for the Bankruptcy Estate's interest in the Assets. The Debtor's business is in a precarious cash flow position. Without additional credit facilities, maintenance of the Debtor's business operations is growing more difficult with the passage of time. The primary value of the Debtor's business is as a going concern. If the Debtor were to simply shut its doors, the value of its assets would likely diminish. The Trustee believes that the sale of the Debtor's assets as a going concern is the best way to preserve the value to the Bankruptcy Estate. The Trustee believes in her business judgment that the sale of the Assets is in the best interest of the Bankruptcy Estate, the best interest of the creditors and for a price and upon terms that are most beneficial.

43. While the Trustee seeks authority to sell the Asset to the Purchaser, the APA provides that the Trustee has the ability to entertain higher and better offers for the Assets. While the Trustee has received a number of other offers for some or all of the Assets, the Trustee believes that the Purchaser's offer is the highest and best offer received to date. The Trustee presently anticipates that it will be known at the hearing on this Motion if any other potential

bidders for the Assets exist. The Trustee does not presently know if other potential bidders will compete for the Assets, but believes that an offer higher and better than the offer presented in the APA is highly unlikely. This pleading is being served not only on all creditors and parties in interest, but also on those potential bidders that have expressed an interest in the Assets.

44. The Trustee seeks authority to pay at closing the remaining balance of the debtor-in-possession loan the Bankruptcy Estate obtained from Big Shoulders Capital, LLC. The Trustee believes that the amount presently outstanding on the loan is approximately $312,500.00. The Trustee also seeks authority to pay any and all (i) undisputed ad valorem real property taxes at closing, together with (ii) customary closing fees and costs required to be paid by the Trustee under the APA, if any.

45. The Trustee intends to file a disclosure statement and plan of liquidation, shortly after the Bankruptcy Estate receives it portion of the sale proceeds.

46. The Trustee believes in her business judgment after consultation with the Bankruptcy Estate's Chief Restructuring Officer that the Purchaser's offer is the highest and best offer she has received to date.

47. The Trustee further seeks a finding that the Purchaser is purchasing the Debtor's Assets in good faith and thus entitled to the protections of 11 U.S.C. § 363(m).

48. The Trustee further seeks an order waiving the 14-day stay imposed by Federal Rule of Bankruptcy Procedure 6004(h).

MOTION TO ASSUME, CURE AND ASSIGN EXECUTORY CONTRACTS PURSUANT TO 11 U.S.C. § 365

49. A condition of the APA is that certain contracts be assigned to the Purchaser. True and correct listings of these contracts are attached to the APA as Schedule 5.08. Pursuant to 11 U.S.C. § 365(b)(1)(A), (B), and (C), and § 365(f)(2), the Trustee must assume the designated

contracts, and cure or provide adequate assurance that defaults (if any) in such contracts will be cured. The Trustee proposes that such defaults (if any) be cured by paying the default amounts (if any) to the affected counter-parties from the proceeds of the sale to the Purchaser, upon the closing of such sale. Such an arrangement will provide "adequate assurance" to the affected counter-parties that any defaults will be cured. Simultaneously with curing any such defaults, the Trustee proposes that the counter-parties' contracts be assigned to the Purchaser pursuant to the terms of the APA, and moves the Court to enter an order permitting the assumption, curing of defaults and assignment of the counter-parties' contracts.

WHEREFORE, PREMISES CONSIDERED, Allison Byman, Chapter 11 Trustee, prays that the Court grant this Motion; approve the compromise of controversy between the parties on the same terms as set forth in the Settlement Agreement attached hereto as Exhibit 1; approve the sale of the Assets; approve the APA attached hereto as Exhibit 2, and authorize the Trustee to convey the Bankruptcy Estate's interest in the assets pursuant to 11 U.S.C. § 363, on the terms set forth herein, with all valid liens, claims and encumbrances attaching to the net sale proceeds; authorize the Trustee to pay the remaining balance of the debtor-in-possession loan the Bankruptcy Estate obtained from Big Shoulders Capital, LLC and any undisputed ad valorem real property taxes at closing; authorize the parties to take all actions and execute all documents necessary to effectuate the compromise and the sale; and for such other relief as the Court finds appropriate and just to grant.

Respectfully submitted,

/s/ Simon Mayer
Steven Shurn TBN: 24013507
sshurn@hwa.com
Simon Mayer TBN: 24060243
smayer@hwa.com
HUGHESWATTERSASKANASE, LLP
1201 Louisiana St., 28th Floor
Houston, Texas 77002-4168
Telephone: 713-759-0818
Facsimile: 713-759-6834
ATTORNEYS FOR ALLISON BYMAN, CHAPTER 11 TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing *Expedited Motion to Compromise with the Martin M. Sneed, Sr. Probate Estate and Motion for Authority to Sell Property of the Estate Free and Clear of All Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b) and (f), to Pay the Post-Petition Secured Claim of Big Shoulders Capital, LLC, Ad Valorem Real Property Taxes and Customary Closing Costs at Closing, and to Assume, Cure and Assign Executory Contracts Pursuant to 11 U.S.C. § 365* was served on the parties receiving ECF from the Court's PACER ECF System on September 25, 2017.

/s/ Simon Mayer
Simon Mayer